



**MEMORANDUM OF UNDERSTANDING BETWEEN THE CONSULATE GENERAL OF MEXICO IN SAN DIEGO, CALIFORNIA AND THE COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY, STATE OF CALIFORNIA OF THE UNITED STATES OF AMERICA REGARDING CONSULAR ASSISTANCE IN CASES OF CUSTODY INVOLVING MEXICAN MINORS**

The Consulate General of Mexico in San Diego, California (“**Consulate**”) and the County of San Diego Health and Human Services Agency, State of California of the United States of America, through Child Welfare Services (“**HHSA-CWS**”), hereinafter referred to as “**the Participants**”;

**CONSCIOUS** of the importance of preserving, rehabilitating and reuniting families;

**RECOGNIZING** their interest of working together in order to prevent neglect, abuse and exploitation of Mexican minors located in the United States of America and to provide them with a safe, stable and permanent home in a timely fashion;

**CONSIDERING** that important duty of the Consulate in assisting Mexican nationals and protecting their interest;

**BEARING IN MIND** the international commitments of the United Mexican States and the United States of America under the Consular Convention between the United Mexican States and the United States of America of August 12, 1942 and the Vienna Convention on Consular Relations of April 24, 1963;

**Have agreed to the following:**

## **ARTICLE 1**

### **Objective**

The objective of this Memorandum of Understanding is to enhance service provided to minors and families who are Mexican nationals by notifying the Consulate whenever a Mexican minor is taken by HHSA-CWS into protective custody and/or petition is filed in Juvenile Court. A “minor” is a Mexican national, typically under the age of 18 who is at the disposition of HHSA-CWS and/or the Juvenile Court in San Diego County.

## **ARTICLE 2**

### **Responsibilities**

1. The HHSA-CWS, through the corresponding social worker will:
  - a) Notify the International Liaison via form 04-231, Notification to Foreign Consulate/Embassy, whenever it is learned that a Mexican minor is in protective custody, and/or the parent of a Mexican minor is before the Juvenile Court for potential dependency action.

The HHSA-CWS International Liaison is responsible for facilitating communication and business regarding child welfare issues with international and domestic institutions. The International Liaison’s contact information is the following:

4990 Viewridge Avenue  
San Diego, CA 92123  
(858) 514-6730  
(858) 514-6632 Fax

- b) Ensure that due consideration be given to relative placements, including in Mexico, when out-of-home care is deemed necessary for the Mexican minor.
  - c) Upon request, provide the Consulate with verbal updates regarding the status of the case and copies of Court reports through the Office of International Liaison.
  - d) When considering placements in Mexico, provide copies of home evaluations completed by *Sistema para el Desarrollo Integral de la Familia* (DIF) at the request of the Consulate.
2. The HHSA-CWS, through the International Liaison will:
- a) Notify the Consulate, without delay, whenever:
    - i. Mexican minor is in protective custody and/or a petition has been filed on behalf of said minor in Juvenile Court, and
    - ii. A parent(s) of the Mexican minor is a Mexican national.
  - b) Maintain open communication with the Consulate and be available during business hours and after business hours for emergencies. Follow internal policies/guidelines regarding customer service.
  - c) Receive inquiries/requests for assistance regarding related matters active to other HHSA-CWS staff. In the process, facilitate good communication and conflict resolution when needed.
  - d) Assist Mexican nationals with obtaining permission to cross the border for court hearings and related re-unification activities.

- e) Facilitate procedures to identify and repatriate children to and from Mexico when there is no child protective issue.
  - f) Assist social workers in placing minors in Mexico and supervising visitation in Mexico.
  - g) Upon request from the Consulate, provide verbal updates regarding progress of a case and copies of related Court reports.
3. The Consulate will:
- a) Maintain open communication with the HHSA-CWS International Liaison and be available during business hours and after business hours for emergencies. Follow internal policies/guidelines regarding customer service.
  - b) Observe confidentiality requirements as stipulated by the state of California statutes and County of San Diego Juvenile Court rules.
  - c) When there are no protective issues involving Mexican minors, facilitate procedure to identify and repatriate minors to and from Mexico.
  - d) Assist with parent searches as needed.
  - e) Assist with visits between dependents minors and their relatives at the Consulate's office located at the United States-Mexico border in San Ysidro. All visits will be supervised by HHSA-CWS staff at all times.

**ARTICLE 3**  
**Information Confidentiality**

Welfare and Institutions Code (WIC) section 827, and San Diego County Superior Court Rule 6.6.4(a)(20) authorize HHSA-CWS to share information with the Consulate.

**ARTICLE 4**  
**Disputes Resolution**

Any dispute that may arise from the interpretation or application of this Memorandum of Understanding will be resolved by written agreement between the Participants.

**ARTICLE 5**  
**Final Provisions**

1. This Memorandum of Understanding does not conflict in any manner with HHSA- CWS's working relationship with other Mexican governmental agencies.
2. This Memorandum of Understanding will become effective from the date of its signature and **will remain in force for a period of 5 years**, renewable automatically for periods of same duration unless any of the Participants decides to terminate it.
3. This Memorandum of Understanding may be terminated by written notification of either Participant sent to the other Participant with sixty (60) days in advance. Upon the effective date of termination, all rights and obligations of the Participants shall cease and terminate.

4. This Memorandum of Understanding may be amended by written consent of both Participants. All amendments shall be attached to the Memorandum of Understanding and made part thereof.

5. Any amendment or termination of the Memorandum of Understanding by either Participant will be considered as sufficiently made of given if the document is personally delivered, or sent by registered/certified mail (with return receipt) addressed to the respective Participants (Consul and HHSA's Director).

6. It is understood and agreed that each Participant shall perform or complete any obligation arising out of an event or circumstance existing prior to the stated date of termination.

Signed in San Diego, California, this \_\_\_\_\_ day of \_\_\_\_\_ of two thousand and eight, in two original copies, in the Spanish and English languages, both texts being equally valid.

**FOR THE CONSULATE GENERAL  
OF MEXICO IN SAN DIEGO,  
CALIFORNIA**

**FOR THE COUNTY OF SAN DIEGO  
HEALTH AND HUMAN SERVICES  
AGENCY, STATE OF CALIFORNIA OF  
THE UNITED STATES OF AMERICA**

**Remedios Gomez Arnau,  
Consul General**

**Jean Shepard,  
Director**